

CONTRACT DOCUMENTS

FOR

2021 TOWING SERVICES

Contract No.     BOC: 6 - 21

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BOROUGH OF CARLISLE 53 W. SOUTH STREET  
CARLISLE, PENNSYLVANIA 17013  
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BOROUGH OF CARLISLE  
BID DOCUMENTS  
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## Section 1

### INFORMATION FOR BIDDERS TOWING SERVICES

#### 1.1 INVITATION TO BID

All bidders must receive bid documents from the Borough and utilize the bid documents when submitting a bid.

#### 1.2 RECEIPT OF BIDS

Bids must be sealed and marked clearly as “Towing Services Bid” on the outside envelope. Bids will be received during normal business hours, at the office of the Borough Manager, Municipal Building, 53 West South Street, Carlisle, Pennsylvania, 17013, until 1:00 p.m., prevailing time, on June 1, 2021, at which time they will be publicly opened and read aloud. The contract award or rejection of bids will be made within sixty (60) days after the bids are opened.

Any proposals received after the time set for the public opening of bids will be returned unopened.

#### 1.3 PREPARATION OF PROPOSALS

Proposals must be furnished on the forms provided by the Borough in ink or typewritten and properly executed. Proposals consist of both the Section 2 Proposal form and the Section 4 Towing Service Price Proposal. See Section 3, Towing Fees.

#### 1.4 BID SECURITY

No proposal will be accepted unless the Bidder shall furnish security for the proper execution of the Contract. This security shall be composed of a certified check in the amount of \$1,000, payable to the order of the Borough of Carlisle.

The certified check **MUST** be included with the Bid.

#### 1.5 QUALIFICATION OF BIDDERS

The Borough reserves the right to reject the Proposal of any Bidder not possessing satisfactory qualifications as deemed by the Borough.

## 1.6 ADDENDA

If any person contemplating submitting a bid for this Contract is in doubt as to the true meaning of the Contract Documents or any part thereof, he/she may submit to the Borough Manager a written request for an interpretation. The person submitting the request will be responsible for its delivery. No oral interpretation will be made to any bidder as to the meaning of the Contract Documents. Any interpretation of the Contract Documents will be made in the form of an Addendum to the Contract Documents and a copy of the Addendum will be mailed or delivered to each person receiving a set of Contract Documents. The Borough will not be responsible for any other explanations or interpretations of the Contract Documents. Requests for interpretation must not be made less than seven (7) prior to the date set for the opening of bids.

## 1.7 WITHDRAWAL OF BIDS

A Proposal, after having been submitted, may be withdrawn by the Bidder prior to the time set for the opening of bids upon presentation of a written request for such withdraw to the Finance Director. No withdraw of bids will be allowed after said time even though bids may not as yet have been opened.

## 1.8 RIGHT TO REJECT BIDS

The Borough will determine who is the lowest responsible Bidder upon the basis of the bids submitted. The Borough reserves the right to reject any or all bids and re-advertise if it is in the best interest of the Borough. The Borough further reserves the right to waive technical defects.

No Proposal will be considered from any person, firm or corporation, who has defaulted in the performance of any contract or agreement made with the Borough of Carlisle or conclusively shown to have failed to perform satisfactorily such contract or agreement.

Proposals which are deemed by the Borough to be incomplete or conditional, or which contain additions, erasures, alterations, omissions, or irregularities of any kind may be reject as informal.

## 1.9 SALES AND USE TAX ACTS

The Borough of Carlisle is exempt from all Pennsylvania sales and use taxes. A certified tax exemption form will be provided to the winning bidder for this contract. No sales and/or use taxes are to be included in the bid price(s).

### 1.10 REFERENCES

All Bidders are required to submit in writing with their bids the names, addresses and phone numbers of at least five (5) references familiar with the product or service being bid. Failure to submit references constitutes grounds for rejecting the bid.

### 1.11 PAYMENT

All invoices issued to the Borough will be paid within forty-five (45) days from the invoice date. Invoices will only be paid for work performed in a satisfactory manner as determined by the Borough. Interest will not be paid on invoices in dispute.

### 1.12 RIGHT TO ENTER INTO ADDITIONAL CONTRACTS

The Borough will give preference to the successful bidder, but reserves the right to use other service providers at any time when warranted due to emergency or exigent circumstances as solely determined by the Borough or an employee of the Borough.

ANY SUCCESSFUL BIDDER, BY SUBMITTING A BID, ACKNOWLEDGES AND AGREES THAT ANY OTHER BIDDER, EVEN IF NOT SELECTED AS THE LOWEST BIDDER FOR ANY LEVEL OF SERVICE MAY ENTER INTO A CONTRACT WITH THE BOROUGH CONTAINING THE SAME TERMS AND REQUIREMENTS AS CONTAINED IN THE BID DOCUMENTS PROVIDED THAT THE OTHER BIDDER AGREES TO CHARGE THE SAME PRICE FOR SERVICES AS THE LOWEST SUCCESSFUL BIDDER FOR THAT SERVICE LEVEL.

In the event that additional towing companies enter into a contract with the Borough as noted above, a listing of towing companies will be prepared with the successful bidder being first on the list, and all other towing companies listed thereafter in order. The successful bidder will provide the required towing services for the first full calendar month after entering into a contract with the Borough, and all others on the list will provide the towing services on a monthly basis thereafter for the following months, with the towing services being rotated in the same order monthly thereafter. In the event the towing company which is to provide towing service is not available when called at any time during the month that that towing company was to provide towing service, the towing company next on the list will be called to provide service, but thereafter, the towing company not available will continue to be called for the remainder of that towing company's month.

### 1.13 SUBMISSIONS BY ALL BIDDERS

All bidders submitting a sealed bid must include the following as part of the bid:

1. Section 2 Proposal Form, completed and signed;
2. Section 4 Towing Service Price Proposal, completed;
3. Certified check for \$1,000 payable to the Borough of Carlisle (see Section 1, 1.04 Bid Security);
4. Five (5) references (see Section 1, 1.10 References);
5. Proof of insurance (see Section 3, Insurance); and
6. Information and insurance information on any back-up towing service used by the bidder (see Section 3, Capabilities).

SECTION 2

PROPOSAL (AND CONTRACT AGREEMENT WHEN SIGNED)

TOWING SERVICES

To the Borough of Carlisle, Cumberland County, Pennsylvania

The undersigned\*

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

CONTACT: \_\_\_\_\_

PHONE: \_\_\_\_\_

If this Proposal is accepted, does hereby agree to furnish all items and to provide and furnish all labor, tools and equipment, utility and transportation services and materials, all as required for the performance of this Contract, in complete accordance with the Contract Documents at the prices given in the Towing Service Price Schedule. The undersigned bidder declares he/she has carefully examined the Contract Documents and thoroughly understands their stipulations, requirements and provisions.

\*NOTE: The bidder's name and address must be inserted here and, in case of a firm or partnership, the name and address of each and every member of the firm or partnership must be inserted, and in case of a corporation, the complete legal name and address of such corporation and the state where incorporated must be inserted, together with the names, addresses and titles of the principal officers of the corporation, who are authorized to act on behalf of such corporation, and the Proposal shall be signed by authorized officials of the Corporation, with Corporate Seal affixed.

The cost of any work performed, materials furnished, services provided or expenses incurred for work called for in the Contract Documents but for which no special pay item has been provided for in the Towing Service Price Proposal, all shall be deemed to have been included in the prices bid for the various items in the Proposal.

If this Proposal shall be accepted by the Borough and the bidder shall refuse or neglect, within thirty (30) days after due notice that the Contract has been awarded to the selected bidder, to proceed with the execution of the Contract, then the deposit accompanying this Proposal shall be forfeited and retained by the Borough as liquidated damages. The Borough may cause any notice and return of certified checks intended for the undersigned to be delivered at or sent, postpaid by mail to the address inserted by the bidder above.

Acknowledgment is hereby made of the receipt of Addendum as follows: (If none received, write in ("None")) \_\_\_\_\_

The undersigned states that there are no persons interested as principals in this Proposal other than those named above.

This Proposal is made without any connection with any other person making a proposal or bid for the same purposes and is, in all respects, fair and without collusion or fraud.

Bidder's Name  
(If an Individual or Partnership)

Bidder's Name  
(If a Corporation or LLC)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_

President/Member/Manager

Signature

Attest: \_\_\_\_\_

Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

(Corporate Seal)



To be completed by the Borough of Carlisle if accepted:

---

ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021

BOROUGH OF CARLISLE

By: \_\_\_\_\_

Services and prices for which bidder has been selected:

Service

Price

## SECTION 3

### TOWING SERVICE CONTRACT SPECIFICATIONS

#### INSURANCE

The towing service used by Borough of Carlisle/Carlisle Police Department must have General Liability and automobile insurance limit in the amount of \$1,000,000/occurrence. Proof of insurance must be provided with the bid proposals and maintained through the term of the contract by the successful bidder. Bidder must add the Borough and its elected officials and employees as additional insured.

#### AVAILABILITY

Towing service must be on-call/available 24 hours/day, 7 days/week, 365 days/year. Response to the scene of the towing service must be within 20 minutes of the time the call is made unless mitigating circumstances exist (i.e., traffic blockage, storm/weather problems) outside the control of the towing service. The towing service must have a back-up or secondary contact or phone number. The Borough retains the authority to call an alternate towing service.

If the towing service fails to respond in a timely manner more than 3 times within a 12 month period, absent mitigating circumstances, the contract with the Borough of Carlisle may be voided by the Borough in its sole discretion. Also, if more vehicles need to be towed than the contractor has the capability to handle within a reasonable period of time, the Borough has the authority to call an alternate towing service.

#### CAPABILITIES

Towing service must have the capability to perform basic accident and vehicle recovery within the class of normal passenger vehicles and light trucks or SUV's. The towing service need not have their own heavy duty rigs with booms, cranes, etc., but must be able to call in specialized equipment when needed (for tractor trailer rig, bus, heavy commercial vehicle). The contractor must indicate in the bid the name of the back-up towing service and provide proof of insurance, with similar limits of coverage for the back-up service at time of submitting the bid.

#### CLEAN-UP

Towing service is responsible for cleaning accident scene of debris, fluids, parts, etc. and properly disposing of same in accordance with all applicable laws and regulations.

#### SECURE STORAGE

Although some vehicles will be towed to the Carlisle Police Department's

secure storage, most vehicles will not be impounded at the Borough location and will need to be stored at towing service location. The towing service's storage area must be reasonably secure (security fence, lighting).

TOWING FEES

The towing service shall submit a bid for two (2) different categories of towing and for storage fees.

1. IMPOUNDS

Towing of vehicles that have not been involved in collisions or that do not have structural damage. Examples of those vehicles are illegally parked vehicles, abandoned vehicles or vehicles used in the commission of a crime or traffic violation.

2. COLLISIONS

Vehicles that have been involved in an accident or collision and cannot be safely driven.

It is understood by the Borough that there may be more time and effort involved in towing vehicles that have been involved in collisions, therefore a higher fee may be warranted.

NOTE: Whenever possible, owners of vehicles involved in an accident or collision which need to be towed shall be given the opportunity to select a towing service of their choice as long as such towing service can respond in a timely manner or if the vehicle owner has no preference as to towing service, then the contract towing service will be called.

3. A storage fee shall be provided based on a 24-hour period of storage.

4. The towing service will set an established base fee for towing services. Additional fees for mileage will not be paid unless the Borough requires a vehicle which is located outside of the Borough of Carlisle's geographic boundary to be towed back to the Borough. The bidder shall include such mileage fee, if any, in their bid.

5. The towing service shall submit single flat rate fees for each category except heavy duty vehicles. If multiple rates for the same category are submitted, the Borough shall consider the highest rate as the proposal. Hourly rates are not acceptable with the exception of heavy duty vehicles.

6. Any supplies, materials and commodities needed to accomplish towing and clean up must be included in fees quoted.

BILLING

The owners of vehicles towed at the direction of the Carlisle Police Department shall be responsible for the cost of towing and storage. It will be the responsibility of the towing service to bill the vehicle owner. The Borough of Carlisle shall not be responsible for payment of any towing or storage charges, excepting solely when no known owner is identifiable or when vehicles are towed by the Carlisle Police Department for impoundment by the Carlisle Police Department. In the latter instances, no vehicle shall be released to the owner until such charges are fully paid and reimbursed to the Borough.

INDEMNIFICATION

Any towing service entering into a contract with the Borough shall indemnify the Borough of Carlisle and hold it, its public officials, officers, administrators, employees, agents, successors and assigns, or any of them, harmless from any and every claim, demand, damage, cost, expense, cause of action or liability, including its attorney's fees, arising out of, directly or indirectly, the contract or the performance of the bidder in the provision of services thereunder, whether or not attributable to any act or omission whatsoever on the part of the bidder because of (i) any injury, including death to any person, (ii) any loss or damage to any property, or, (iii) any other manner of claim, demand, damage or expense whatsoever.

BID SECURITY

Bid security in the form of a certified check in favor of the Borough of Carlisle in the amount of \$1,000 must be given at the time the bid is submitted.

SEPARABILITY OR  
SPLITTING BID

The Borough reserves the right to award any or all components of the bid to one or more vendors. That is to say the Borough may award the bid for one level of service to a vendor and award the bid for another level of service to a different vendor. The Borough is not obligated to award a bid for all towing services to a single bidder.

TERMINATION

The contract may be terminated by the Borough, with or without cause, upon giving 30 days prior written notice.

NONEXCLUSIVE

The Borough will give preference to the successful bidder, but reserves the right to use other service providers at any time when

warranted due to emergency or exigent circumstances as solely determined by the Borough or an employee of the Borough.

ANY SUCCESSFUL BIDDER, BY SUBMITTING A BID, ACKNOWLEDGES AND AGREES THAT ANY OTHER BIDDER, EVEN IF NOT SELECTED AS THE LOWEST BIDDER FOR ANY LEVEL OF SERVICE MAY ENTER INTO A CONTRACT WITH THE BOROUGH CONTAINING THE SAME TERMS AND REQUIREMENTS AS CONTAINED IN THE BID DOCUMENTS PROVIDED THAT THE OTHER BIDDER AGREES TO CHARGE THE SAME PRICE FOR SERVICES AS THE LOWEST SUCCESSFUL BIDDER FOR THAT SERVICE LEVEL.

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COMPLIANCE WITH LAW

The successful bidder(s) shall comply with all applicable laws, regulations, and ordinances, including, but not limited to, the Towing and Towing Storage Facilities Act.

CONTRACT DOCUMENTS/BID DOCUMENTS

Any reference in the bid documents to either "contract documents" or "bid documents" shall be a reference to and consist of the following documents: the public advertisement, invitation for bids, the information for bidders, the proposal and contract agreement, specifications, schedule of quantities/price/total bid, DOT classification vehicle type, any addenda and all other documents provided by the Borough as part of the bid documents and any documents provided by any successful bidder.

DETERMINING LOWEST BIDDER

The lowest bidder for each category of service shall be determined by the lowest amount resulting from adding the impound bid and collision bid amounts in the same category together.

SECTION 4  
TOWING SERVICE PRICE PROPOSAL

IMPOUND	STORAGE FEE (Each 24-hour period)	COLLISION
Towing Light Duty Vehicle		
Class 1-2 Towing Med. Duty Vehicle		
Class 3-6 Towing Heavy Duty Vehicle		
Class 7 and 8		
Daily Storage Light Duty		
Daily Storage Medium Duty		
Daily Storage Heavy Duty		
Mileage Light Duty		
Mileage Medium Duty		
Mileage Heavy Duty		

The vehicle classifications above are based upon information provided by the Towing and Recovery Association of America. The classification chart is attached to this document.

# TRAA VEHICLE IDENTIFICATION GUIDE©

## CLASS 1 • LIGHT DUTY • (6,000 lbs. or less GVW - 4 tires)\*



## CLASS 2 • LIGHT DUTY • (6,001 - 10,000 lbs. GVW - 4 tires)\*



Classes 1 and 2 include passenger vehicles, light trucks, minivans, full size pickups, sport utility vehicles and full size vans.

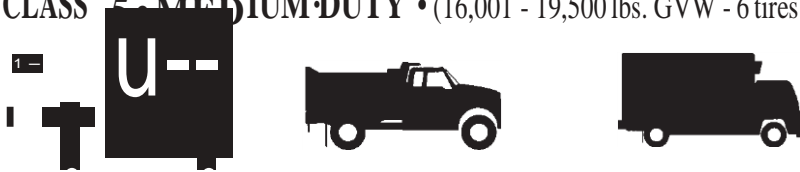
## CLASS 3 • MEDIUM DUTY • (10,001 - 14,000 lbs. GVW - 6 tires or more)\*



## CLASS 4 • MEDIUM DUTY • (14,001 - 16,000 lbs. GVW - 6 tires or more)\*



## CLASS 5 • MEDIUM DUTY • (16,001 - 19,500 lbs. GVW - 6 tires or more)\*



## CLASS 6 • MEDIUM DUTY • (19,501 - 26,000 lbs. GVW - 6 tires or more)\*



Classes 3 through 6 include a wide range of mid-size vehicles, delivery trucks, utility vehicles, motorhomes, parcel trucks, ambulances, small dump trucks, landscape trucks, flatbed and stake trucks, refrigerated and box trucks, small and medium school and transit buses.

## CLASS 7 • HEAVY DUTY • (26,001 - 33,000 lbs. GVW - 6 tires or more)\*



## CLASS 8 • HEAVY DUTY • (33,001 lbs. and over, GVW - 10 tires or more)\*



Classes 7 and 8 include a wide range of heavy vehicles, large delivery trucks, motor coaches, refuse trucks, cement mixers, all tractor trailer combinations including double trailers.

## Information Needed To Correctly Dispatch Towing and Recovery Units:

- Year, Make and Model of Vehicle to be Towed or Recovered
- DOT Classification {Class 1 - 8 based on GVW}
- Location of Vehicle
- Type of Tow {impound, accident, recovery motorist assist, etc.}
- Additional Vehicle Information
  - 2 wheel drive, 4 wheel drive, all wheel drive
  - damage to vehicle, tire condition
  - vehicle loaded or empty
  - cargo contents
  - does the vehicle have a trailer

*Note:* Any vehicle may carry hazardous materials. Advise if placarded.

*\*Note:* The Gross Vehicle Weight Rating (GVWR) of the vehicle to be towed or recovered can be found on the identification label on the vehicle's driver's side doorframe. The number of pounds listed on the label can then be compared with the DOT Classification Vehicle Type Chart for the correct DOT class.

Law enforcement communications with towing and recovery operators describing an incident and the vehicles involved can insure quick and efficient clearing of these scenes and less disruption to traffic flow. In an effort to standardize communications, the towing industry is adopting the federal vehicle class standards as outlined herein.

## VIN CODES

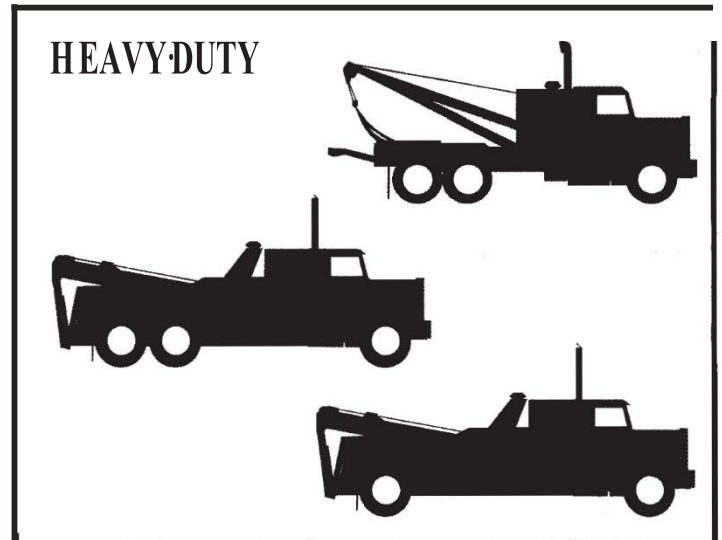
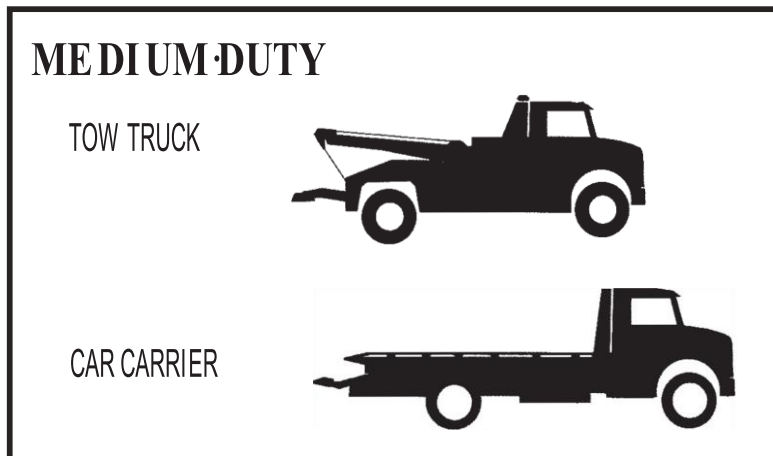
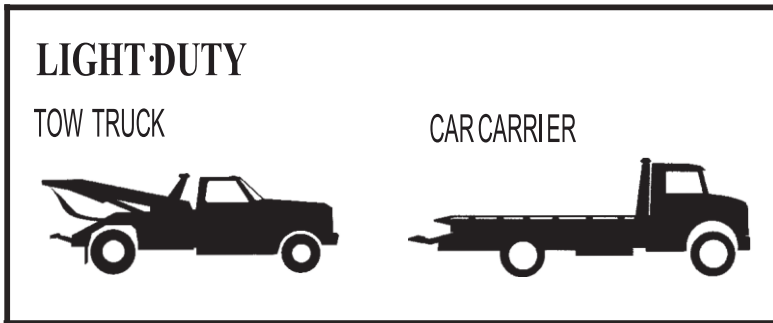
The year of the vehicle is critical information for towing operators in order for them to reference correct towing procedures. The diagrams on the front are examples of classifications. The following information about vehicle identification numbers affixed to the chassis will help determine the vehicle's year. As noted, the vehicle's year, identified by a letter or number in the VIN sequence, is the eighth character from the right.

**1 P8ZA1 279SZ21 S470**

### EXAMPLE 1995 VIN NUMBER: \_\_\_\_\_

1980.....A	1987.....H	1994.....R	2001 .....1	2008 .....8
1981.....B	1988.....J	1995.....S	2002 .....2	2009 .....9
1982.....C	1989.....K	1996.....T	2003 .....3	2010.....A
1983.....D	1990.....L	1997.....V	2004 .....4	2011.....B
1984.....E	1991.....M	1998.....W	2005 .....5	2012.....C
1985.....F	1992.....N	1999.....X	2006 .....6	
1986.....G	1993.....P	2000.....Y	2007 .....7	

## TOW TRUCK/CAR CARRIER CLASSIFICATION



Illustrations: © T.I. Publications and Vehicle Identification Guide: ©TRAA